
PAPERS CONNECTED
WITH THE AFFAIRS
OF MILTON AND HIS
FAMILY

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JOHN FITCHETT MARSH

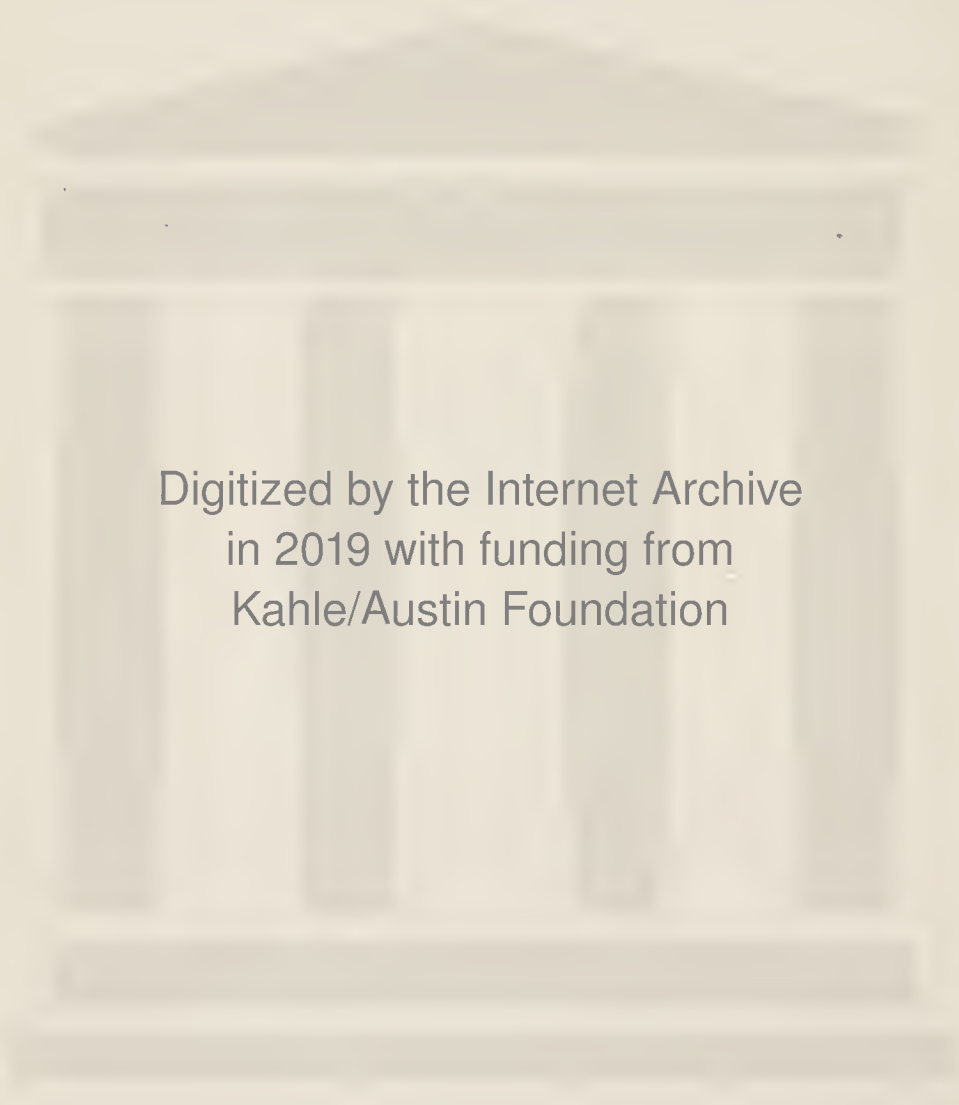
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PAPERS
CONNECTED WITH THE AFFAIRS OF
MILTON AND HIS FAMILY.

EDITED BY
JOHN FITCHETT MARSH,

FROM THE ORIGINAL DOCUMENTS IN HIS POSSESSION.

PRINTED FOR THE CHETHAM SOCIETY.
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Introductory Observations.

THE existence of several of the following documents and their supposed dispersion at the sale of the library and literary curiosities of the late James Boswell, Esq. (the second son of Johnson's biographer,) in the year 1825, are noticed by Todd in the last edition of his *Account of the Life and Writings of Milton*. In Boswell's sale catalogue the documents are described as follows:— "3125. Office Copy of the Will of Elizabeth Milton, the Poet's widow, dated 27 Aug. 1727; Probate granted 10 October, 1727, by which her death in that year is established, and not in 1729, as erroneously stated by Warton and others; Five other Legal Papers relating to the estate of Elizabeth Milton or her husband, two of them with her signature. — 3126. Three Receipts or Releases, bearing the signatures of the Poet's daughters, Anne Milton, Mary Milton, and Deborah Clarke and her husband, on receiving £100 each from their step-mother Elizabeth Milton, as their portion of the estate of their father. One of the at-

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testing witnesses is Richard Milton; and the money is to be vested in rent-charges or annuities for their respective benefit, with the approbation of Christopher Milton, the Poet's brother, and Richard Powell, their maternal uncle." If the documents themselves had been seen by Dr. Todd, he would probably have made such use of them as would have anticipated the present publication; but his acquaintance with them did not extend beyond the description given in the sale catalogue, as appears from his having adopted two mistakes from that document, namely, the description as *a copy* of what is in fact *the Probate Copy* of Mrs. Milton's Will, and the mistake in the date, which is printed 27 Aug. instead of 22. The papers escaped *dispersion* at the sale; and have since been bound into a volume, which has been enriched with some other literary curiosities, namely, a Bond to the Poet from Richard Haley de Idlestreete, *alias* Ilstreyd, in Comit. Hertford, yeoman, dated the 27th of July, 1674, conditioned for the performance of the covenants contained in an Indenture of even date; and — what is the most precious relie of all, though unconnected with our present purpose — an original letter, in Milton's handwriting, to his friend Carlo Dati, of Florence, and the draft of the latter's reply; or, possibly, the original draft of Milton's letter, and the reply actually sent by his correspondent: the former seems the more probable supposition, as Milton's letter is written throughout without a single alteration, while that of Carlo Dati has been corrected in several places. Milton's letter is printed (though with some variations from the manuscript referred to) in the third volume of the edition of his prose works, published (nominally) at Amsterdam, in 1698.

It is somewhat remarkable that so few relies of a similar nature are known to be extant. With the exception of the *MSS.* at Trinity College, Cambridge, the documents discovered in the State-Paper Office, a single Ode in the Bodleian, and some marginal observations in his Bible, (if authentic,) and in copies of Euripides and Lycophron, mentioned by Todd, and a copy of Aratus recently sold by Messrs. Sotheby and Co., scarcely a ves-

tige of the Poet's handwriting remains. This circumstance, while it enhances the pecuniary value of those curiosities which have been preserved, accounts for the paucity of the materials of which his biographers have been able to avail themselves, in illustrating his private and domestic history. The *MS.* Notes of Aubrey are perhaps trustworthy so far as relates to facts within his knowledge, and possess a peculiar value as the impartial evidence of one who was in habits of some familiarity with Milton himself; but, as they consist of mere memoranda, it is not fair to expect from them such a picture of the private life and circumstances of the Poet as would have been the result of the regular Biography for which they were intended as materials. This want is, to a considerable extent, supplied by the Memoir of Edward Philips, which has been pronounced "a monument of sober affection and veneration, such as the world has seldom witnessed in a case of such general interest:" and yet there are points, in which it has been shewn by the light of subsequent discovery, that even he was not wholly impartial, and that his uncle's memory has suffered from the nephew's perhaps unconscious participation in the sentiments of his cousins, whose testimony is now found to have been wholly unworthy of credit. The result has been that, while the biographies above alluded to, and those of Toland, Wood, Birch, Richardson, Peek, Newton, and Johnson, enabled us to form a tolerably accurate view of the public and literary character of Milton, and the leading incidents of his personal history, his domestic circumstances were lamentably misrepresented. The Poet himself was pictured as a morose domestic tyrant, who, while "with a Turkish contempt of females" he degraded his daughters by a mean and penurious education, compelled them to minister to his service by the most irksome attendance on his studies, and the intolerable drudgery of reading to him in languages which they did not understand: and his wife was represented as a termagant—the oppressor of her husband's children, and the disturber of his own domestic comfort.

It was reserved for Mr. Warton to vindicate, to some extent, the

memory of both. In the year 1785 he had published his first edition of Milton's *Minor Poems*, in the preface to which he expressed his regret that he had been disappointed in his intention of enriching his publication with a copy of Milton's Will. After detailing the particulars of the searches which had been made by himself and other poetical antiquaries, he adds:—"The enquiry however, if unsuccessful, has ascertained one important point, which is, that no such curiosity at present exists; and it may therefore prevent the trouble of all future enquiries." Little did he think, while penning these lines, that his second edition, the publication of which in 1791 he unhappily did not live to see, would announce a discovery, the importance of which, in relation to the subject under notice, can scarcely be over estimated. A search in the Prerogative Office had disclosed the fact that the Poet, a few months before his death, attempted, by a nuncupative Will, to disinherit his "unkind children," and to bestow the bulk of his property upon the "loving wife," to whose affectionate care and attention he bore testimony in conversation with his brother. The interrogatories and depositions of witnesses, examined in the testamentary cause in which his daughters disputed the validity of the Will, dispelled the mists which had previously darkened this portion of our Poet's character, and disclosed a scene of domestic infelicity, which, while it excited our sympathy for the injured parent, and our indignation at his unnatural children, enabled us to extend our respect for him to that private scene, in which he had before appeared least worthy of our regard—and exposed the poisoned source, from which previous biographers had derived their information as to his treatment of his family, and as to the character and conduct of his widow.

The documents printed below appeared to their present owner to be the natural continuation of the chain of evidence supplied by Mr. Warton's discovery; and, with a view to making their existence known, in the event of any future opportunity arising for rendering them available to the cause of literature, he described them in two letters to the *Athenæum*, which appeared in that journal in

September 1849, and of which the substance is contained in the present introduction, and in the notes appended to the respective documents. The letters attracted the attention of the Council of the CHETHAM SOCIETY; and the Editor, concurring with them in the wish to preserve a copy of the documents in a form easily accessible to future laborers in the field of literature, gladly acceded to the request that he would transcribe them for insertion in the present volume. A publication emanating from the CHETHAM SOCIETY seemed, moreover, an appropriate mode of giving them to the world, from the circumstance of the Poet's widow having resided at Nantwich during nearly the whole of her lengthened widowhood.

There would not be wanting some faint shadow of support for a claim on the part of the county of Chester to a more direct connexion with the Poet's affairs. Mr. Ormerod rather countenances the idea than otherwise, by observing that "there is a local tradition at Nantwich respecting the connexion of Milton himself with this neighbourhood, and his burial at Nantwich, the latter part of which is indisputably erroneous—but the rest would not be so readily confuted." * * * * *

"None of the commentators of Milton" he adds, "appear to have been aware that there was a Milton in Cheshire, (Handley Parish, Broxton Hundred,) from which a natural son of the fifth Earl of Chester assumed a local name, and where his descendants remained seated until the reign of Henry VI. The name of Milton, or Milneton, was not generally common in the county; but at the time of the Civil Wars of Charles I. the Miltons were *very numerous in and near to Nantwich*, as appears from the decisive evidence of the Parish Register. 'H. Milton' signs a Mize of Bucklow, Maelesfield, and Northwich Hundreds, as Dep. Cler. Pae. in the 14th Charles II.; another of the Miltons was manorial lord of Stapley, near Nantwich; and, from the additions made by the Parish Clerk in the Register, several of the Nantwich Miltons appear to have been in respectable situations of life. At the time of our great Poet's alliance with the Minshulls, the homely local

adage of ‘ Better over the mixon than over the moor ’ was strictly attended to, and the Cheshire families had certainly a repugnance to connexions with strangers; and it is also to be observed that all the alliances of his near relations are referred to the neighbouring districts of Wales, Shropshire, or Lancashire. It would be idle to follow up a conjecture whether the remoter ancestors of Milton were of the family here noticed, and to imitate the early biographers of the Poet in making deductions for which no evidence can be produced; *but if the county of Chester had not more connexion with the family of Milton than has ever been given to it, the coincidences of time and place here noted are certainly remarkable.*” — (Ormerod’s *Cheshire*, vol. iii. p. 191.) The claim thus distrustfully urged, on behalf of the county of Chester, to a greater share than belongs to the nation at large in the honour of being the place of extraction of our great Epic Poet must unquestionably be abandoned. Such facts as those adduced by the Historian of the County (if we may be allowed to differ from so deservedly high an authority) are very inadequate grounds for such a claim: and it may be mentioned that — as if to shew how little reliance can be placed on mere coincidences of name — the description given of one of the witnesses examined in the testamentary cause (a sister to a female servant of the Poet) is “ Maria Fisher, soluta famul. domestica Johan: Batten, &c. * * * antea eum Johanne Bayley, infra oppidum *Milton*, in eom. Stafford,” the Milton here mentioned being a hamlet in the neighbourhood of Burslem; a “coincidence” which is of course easily explained by the very natural circumstance of Mrs. Milton having engaged a female servant from within a moderate distance of her own native place.

Of Mrs. Milton’s own connexion with the county of Chester, both before her marriage and during her widowhood, there can be no doubt: but beyond her maiden name of Minshull, and the fact of her residence in Nantwich, little is generally known of her; and her pedigree and character have been the subject of mistakes, which the present publication may tend in some degree to rectify.

If we turn to some of the most recent biographies, we find her described as the daughter of Sir Edward Minshull of Stoke. Before venturing to dispute a statement adopted by such respectable authorities as Dr. Todd and Sir Egerton Brydges, it will be prudent to examine the evidence on which it rests. Certainly there is no foundation for it in the works of the contemporary biographers of Milton. Aubrey's statement is:—"He marr^d his 2^d wife, Mrs. Eliz. Minshull, A^o * * * (the yeare before the sicknesse), a gent. person, a peacefull and agreeable humour." (Aubrey's *MS. Notes*; Godwin's *Lives*, p. 337.) Philips, the other contemporary biographer, writes:—"There [in Jewin street] he liv'd when he married his 3^d wife, recommended to him by his old friend Dr. Paget, in Coleman street." (Philips' *Life of Milton*; Godwin's *Lives*, p. 378.) "By his third wife, Elizabeth, the daughter of one Mr. Minshal, of Cheshire, (and kinswoman to Dr. Paget,) who survived him, and is said to be yet living, he never had any child." (*Ibid.* p. 380) The statement of Toland is similar:—"As soon as his pardon was past the seals, he appear'd again and marry'd his third wife, Elizabeth, the daughter of Mr. Minshal, of Cheshire, recommended to him by his friend Dr. Paget." (Toland's *Life*, ed. 1698, p. 39.) Anthony Wood does not mention her at all; and nothing new is to be found in any of the biographies immediately succeeding. Birch, Richardson, Newton, Johnson, Warton, Symmons, Hayley, &c., and even Todd, in the *Life* prefixed to his edition of the works of Milton, in 1809, follow the statement of their predecessors. Peck, writing in 1740, and referring to *Crit. Dict.*, vol. 7, p. 581, repeats the information, and adds that "she died at Nantwich, in Cheshire, a few years ago." (Peck's *Memoirs*, p. 100.) Pennant, writing in 1782, says that "Nantwich was the residence of the widow of the great Milton during the latter part of her life: she was the daughter of Mr. Minshull, of Stoke, in this neighbourhood." He has a reference at foot to Newton's *Life*, and adds that "she died in a very advanced age in March, 1726." (Pennant's *Journey from Chester to London*, ed. 1811, p. 48.) It does not appear on what authority Mr. Pennant, writing more

than half a century after her death, stated her to be the daughter of Mr. Minshull "*of Stoke.*" Mr. Ormerod, however, in his *History of Cheshire*, adopts the statement; and, after tracing the ownership of the Manor of Stoke to the family of Minshull, and quoting a note of Dr. Williamson, to the effect that Edward Minshull, Esq. the great-grandson of the purchaser, was lord thereof in 1701, proceeds to speak of the Minshulls of Stoke, who, he says, "in addition to their claim to notice as descendants of one of the most ancient families of the county, (the Minshulls of Church Minshull,) derive no inconsiderable interest from their connexion with the chief of English Poets." He further informs us that "the Acton Registers previous to 1717 are destroyed, which does away with the possibility of giving the Minshull pedigree down to Milton's time in regular form"—that "the Cheshire pedigrees are silent on the subject; and a narrative pedigree, affixed to a monument in Nantwich, is concealed by the gallery: Dugdale, however, fortunately transcribed it in 166 $\frac{3}{4}$." This pedigree is given in a note; from which it appears that Edward Minshull, whose descent is therein traced four generations back, and who was the purchaser of Stoke, married with Margaret, daughter of Thomas Mainwaring, of Namptwiche, and died on the 17th of January, 1627, aged sixty-eight, and had issue Geoffrey, Edward, Margaret, and Ellen. Geoffrey [who erected the monument] married with Mary, daughter of Sir Edward Fitton, of Gawsworth, Bart. and had issue, then living, Edward, Richard, Thomas, Anne, Jane, Margaret, Mary, and Ellen. "Edward Minshull," continues Mr. Ormerod, "son of Geoffrey, and grandson of the purchaser of Stoke; *was apparently* the father of Elizabeth Minshull of Stoke, the third wife of Milton; and, if Dr. Williamson's assertion, as to Edward Minshull, *great-grandson* of the purchaser, being living in 1701, is correct, was buried at Nantwich, July 13, 1698, and his wife Ann, Aug. 2, 1694. These dates, however, probably refer to that great-grandson,—as the Edward Minshull buried is called "Esq." in both entries, and the monument to the memory of Geoffrey Minshull, 1663, describes

his eldest son as 'Edwardum Minshull, Militem.' It might have been expected that the discovery of the knightly rank of the person whom he represents as *apparently* the father of Milton's widow would have induced Mr. Ormerod to doubt the accuracy of his supposition, especially in the face of the authority of the early biographers, who speak of her as the "daughter of *Mr. Minshal*." He proceeds however:—"The villare of Nantwich Hundred, *Harl. MSS.* 2151, (written 1666,) adds also, after Stoke, 'Sr Edw. Minshull, d'nus;' and as this confirmation does away with the suspicion of a clerical error on the part of the copyist of the destroyed monument, there seems no reason to doubt the veracity of a monument, erected most probably by the knight himself, though his dignity escaped the biographers of his immortal son-in-law."—(Ormerod's *Cheshire*, vol. iii. p. 191.) It appears, then, that Mr. Pennant mentions for the first time the Minshulls of *Stoke*, as the family of Milton's wife, for no better apparent reason than that they were the only family of note, of that name, resident in the neighbourhood of Nantwich, with which town Mrs. Milton was known to have been connected; and that Mr. Ormerod selects this Sir Edward Minshull, as "apparently the father of Elizabeth Minshull," because he was ascertained to have been the head of that family at the period referred to. Such is the foundation for the revised statement, which appears in the last edition of Todd's work, that Milton's third wife "was Elizabeth Minshull, of a genteel family in Cheshire: her father, Sir Edward Minshull, received the honor of knighthood." He adds, in a note, that "the above fact was communicated to him by the learned Historian of Cheshire, Mr. Ormerod."

The Bond of the 4th of June, 1680, from Richard Mynshull, now printed, will probably be considered as proving satisfactorily that this statement is incorrect. The surrender of his lease, as recited in the bond, was obviously a family arrangement, and shews therefore that Richard Mynshull was a near relative of the subject of our enquiry. His description as a frame-work-knitter is scarcely consistent with the supposition of Mrs. Milton's being

a daughter of the knightly family of Minshull, who were lords of Stoke as lately as 1701, even if this supposition were not contradicted by the humble circumstances in which Mrs. Milton is shewn to have lived during her widowhood. That the frame-work-knitter was connected, though perhaps in a remote degree, with the Minshulls of Stoke, is probable, from his using the armorial bearings of the family, his seal being the arms of Minshull, viz. "An E'toile issuant out of a crescent in base" (*see plate*); and that there were persons of that name (still a very common one in the neighbourhood) who used the family arms, though moving in a less exalted rank than the owners of Stoke, is evident from another monument in Nantwich church, mentioned by Ormerod, on which are found the arms of Minshull impaling Wilbraham. The monument alluded to is to the memory of "Richard Minshall, son and heire of Mr. Thomas Minshall of this Towne of Nantwiche. He married Elizabeth, daughter of Richard Wilbraham of Lincolnes Inn Esq. son and heyre of Mr. Richard Wilbraham of this towne. * * * * He dyed very piously upon the 17th day of February, 1637."

On the circumstances of Mrs. Milton during her widowhood, and her pecuniary transactions with her husband's children, the documents now submitted to the public afford some more specific information. Her character has scarcely received justice at the hands of Milton's biographers. Richardson, who was the first to attack her memory, more than half a century after her husband's death, speaking of his pecuniary affairs, says:—"How easy soever Milton was on that article, 'tis more than probable his wife, who was not a philosopher and poet as he, nor consequently so amus'd and delighted with what such a mind, and so stor'd as his, was, 'tis exceeding probable she disturb'd him sometimes for his carelessness or want of skill of this sort; *especially if she was, as I have heard, a termagant.*"—(Richardson's *Life*, p. 99.) Pennant, half a century later, repeats the charge, stating that the Poet married her, "wanting, in the season of his infirmities, assistance from a dearer relation than that of domestics." "I fear," it is added, "that he was disappointed; for *she is said to have been a lady of most violent spirit*: yet she retained a great

respect for his memory.”—(Pennant’s *Journey from Chester to London*, p. 48.) Johnson, whose hostility to Milton, resembling rather the ebullition of personal bitterness than the fair expression of literary opinion, has been so well exposed by Mr. Hayley and others as to need no further observation here, speaks still more severely of his widow. “Marriage,” he says, “afforded not much of Milton’s happiness. The first wife left him in disgust, and was brought back only by terror: the second, indeed, seems to have been more a favorite; but her life was short: the third, as *Philips relates*, *oppressed his children in his life-time, and cheated them at his death.*”—(Johnson’s *Lives*, ed. 1781, vol. i. p. 183.) Repeated perusals of Philips’ Memoir (as printed in Godwin’s *Lives*) for the purpose of finding the passage here alluded to, enable us to say with confidence that not the slightest semblance of authority exists⁽¹⁾ for attaching the name of Philips to a statement, which has thus obtained currency as the direct evidence of a contemporary: and Mr. Warton was fighting with a shadow, when he adduced the evidence discovered in the Prerogative Office, as exculpating Milton’s widow from what he calls the rather harsh statement of Philips. If the Memoir of that author had contained the statement quoted by Dr. Johnson, we should have been bound to take it *cum grano salis*, making due allowance for the natural inclination of the writer to take part with his cousins against their stepmother. That such was the feeling of Philips is evident from the negligent, if not contemptuous, manner in which he speaks of Milton’s widow, in a former quotation, as one “who survived him and *is said to be yet living;*” and consequently the absence of any more severe reflection on her is evidence in her favor. Add to this the direct testimony of Aubrey, who was also acquainted with her, that she was of a “peacefull and agreeable humour;” and, above all, that of the Poet himself, who, in his nuncupative will, calls her his “loving wife,” and is proved, on the oath of his brother, to have “complained, but without passion,

(1) See Hayley’s *Life of Milton*, p. 187, for another instance, in which Johnson mis-quotes the authority of Ellwood for a statement, for which, if there be any foundation at all, it is to be found in Philips.

that his children had been unkind to him, but that his wife had been very kind and careful of him."

The imputation, then, on the character of Mrs. Milton, originated with Richardson, who, as is evident from various passages in his Memoir, derived much of his information indirectly from Milton's youngest daughter, and perhaps directly from her daughter Elizabeth Foster, who had naturally imbibed the prejudices and repeated the statements of her mother and aunts. Dr. Birch expressly quotes her authority for the unfavorable representation of Milton's demeanor to his daughters, and of his wife's alleged ill-treatment of them. (Birch's *Life*, p. 71, &c.) Thus we have more than probable ground for tracing the charge to the Poet's "undutiful daughters"—whose conduct was such as to induce their father to disinherit them—who, to use his own words, "were careless of him being blind, and made nothing of deserting him"—who were believed by him to have conspired with his servant to cheat him in her marketings, and sold his books to the dunghill-women—and one of whom could say of her father that "it was noe news to heare of his wedding, but if shce could heare of his death, that was something." This, at all events, was at a period before any domestic disagreements could have arisen from the interference of an unwelcome stepmother.

The charge against Milton's widow, that she cheated her husband's children after his death, if it really were ever made by any biographer prior to Johnson, deserves examination. The readers of Milton are aware that, the nuncupative will having been decided against by the Prerogative Court, not on account of the slightest discredit having been thrown upon the evidence in support of it, but because the circumstances attending the making of it were not such as to satisfy the requirements of the Ecclesiastical Law, Administration was granted to the widow on the 25th February 167⁴. The two releases from Anne and Mary Milton, now printed, bear date on the 22nd of the same month, and that of Deborah on the 27th of March following. Mrs. Milton's description, in the two former as "relict of the said John Milton," and

in the latter as “relict, and also administratrix of the goods and chattels of the said John Milton,” is consistent with these dates,—and thus it appears that, instead of retaining the property for twelve months, as the law would have allowed her, she paid or secured the portions of her step-daughters, notwithstanding her recent litigation with them, in two cases actually before, and in the remaining case within a few weeks after, the grant of letters of administration—a fact not to be lost sight of in judging of her conduct.

According to the custom of London, previous to the statute 1, James II. c. 17, Mrs. Milton would be entitled to two-thirds of her husband’s effects, one-third as widow, and one-third as administratrix, the remaining third being the property of the children—and consequently £300, the amount paid them, would represent their full share of their father’s estate, if it amounted to no more than £900, even without taking into account any such future payment as, according to a conjecture hazarded in a note, a clause in the releases may possibly allude to. There is no very strong evidence that it amounted to more than this. Philips writes that “he is said to have dyed worth £1,500 in money, *a considerable estate all things considered*”—so that the writer, while giving currency to what may have been his cousins’ exaggerated statement of their father’s property, seems to intimate his own opinion that it was more than he should have expected: but Milton himself is proved to have contemplated as a mere possibility the event of his property realizing more than £1,000, in which case he expressed a wish that his brother Christopher’s children should have the overplus; though he probably considered the chance too remote to be worth providing for in his will.

It is fair also to infer from the fact of one of the trustees, by whom the portions were to be invested, being Christopher Milton, who was evidently the friendly adviser of Mrs. Milton, and was her principal witness in the testamentary cause, that the sums of £100 were not ascertained amounts, to which the daughters were entitled as a right, but round sums, probably increased by the

liberality of the widow, who seems to have exercised the right, which that liberality would give her, of providing for the laying out of the money in the manner which she considered best calculated for the benefit of the recipients.

The other documents in this collection forbid the supposition that any large sum was retained by the widow for her own support. The consideration, mentioned in the bond of 4th June 1680, for the surrender of Richard Mynshull's lease is only expressed to have been "paid or secured to be paid;" and in 1713 she was obliged to get a friend to join her as surety in obtaining a loan of the small sum of £10, as appears by the bond to Randle Timmis. It is endorsed with memoranda of payments of interest at very irregular dates, in one instance having been allowed to run three years in arrear. The last payment of interest endorsed is in April 1726, the year before her death. The annual value of the farm, in which she had acquired a leasehold interest, is shewn by her agreement with John Darlington to have been £30. The lease seems to have been subsequently surrendered to the Earl and Countess of Dysart, the owners of the reversion, in pursuance of some arrangement with Darlington, the particulars of which do not appear, except from the Indenture of 16th June 1725, by which Mrs. Milton retained a life-interest in the premises. If she had any other property, it was probably in like manner invested in sources of income which terminated with her life; for her personal estate was sworn, on proving her will, to be under the value of £40. This must, however, be understood as a mere appraiser's estimate: she is known to have been possessed of two portraits of her husband, one of which, by Cornelius Jansen, was sold by her executor for twenty guineas. (See Todd's *Account*, p. 236.)

The discussion which has taken place as to the conduct of Milton with reference to the education of his daughters causes a peculiar interest to attach to an examination of their handwriting: and, to enable the reader to judge for himself, the Editor has thought it of importance to furnish a *fac-simile* of their signa-

tures. ⁽¹⁾ It will be observed that Anne, the eldest, makes her mark: and Mary writes her name in ill-formed characters which do little more credit to her penmanship: her name, moreover, is spelled with a double *l*—a variation from her father's mode of spelling it, which is scarcely to be accounted for on the ground of the unsettled orthography of that period. As a matter of euriosity, the reader will not be displeased to find the remainder of the sheet occupied with specimens of the handwriting of Mrs. Milton, Richard Mynshull, the Poet himself, and his correspondent Carlo Dati.

⁽¹⁾ In order to test the soundness of the belief that part of the *MSS.* at Trinity College, Cambridge, are in the handwriting of Deborah Milton, (see Todd, ed. 1826, pp. 299 and 357,) a copy of the accompanying lithograph has been sent to a Cambridge friend, and examined with the *MSS.*—but the result is that no part of them is found to be in the handwriting of the widow, or any of the children of the Poet.

Warrington,
8th June 1850.

Release from Anne Milton for her Portion of her Father's Estate.

To ALL Christian people to whom this p^rsent writeing shall come Anne Milton⁽¹⁾ of London Spinster one of the Daughters of John Milton late of Bunhill P^rish of St. Gyles Cripplegate Gent. Deceased Sendeth Greeting — Whereas Elizabeth Milton Reliet of the said John Milton hath before th' ensealing and delivery hereof secured to be payd unto the said Anne Milton the sūme of one hundred pounds of Lawfull money of England As her the said Anne Milton's part & Share of the Estate of the said John Milton her Late Father To the end the said one hundred pounds may by and with the Consent and approba^con of Christopher Milton and Richard Powell both of the Inner Temple London Esqrs. be layd out & disposed off for and in the purchasⁱng of A Rent Charge or Añuity for her the sayd Anne Milton dureing her naturall Life or otherwise as they shall judge to be for the best benefitt and Advantage of the said Anne Now the said Anne Milton doth hereby Aeknowledge herselfe fully Satisfyed

(1) Anne, the eldest daughter of Milton, was born on the 29th of July, 1646. She is represented to have been decrepit and deformed, but with a handsome face. She was excused by her father, as Philips relates, "by reason of her bodily infirmity and difficult utterance of speech," from that assistance to his studies, which has been dwelt upon as so grievous a hardship, and was sent out to learn the art of embroidery in gold and silver. She appears to have followed it for a livelihood; for one of the witnesses in the testamentary cause, in answer to an interrogatory "whether the said Anne Milton was not lame and almost helpless," stated that she "was lame, but had a trade, and could live by the same, which was the making of gold and silver lace, which the deccased bred her up to." She married an architect, or master builder, and died, with her first infant, in childbed.

of her Share and Distribuçon of her said late Father's Estate (Except⁽¹⁾ such Share or part thereof as Shce the said Anne doth or may Clayme or demand by force or Colour of one bond or Obligaçon bearing even date with these p'sents of the penall sũme of two hundred pounds Entred into by the above named Christopher Milton Esq. unto the said Richard Powell or of the Condiçon thereunder written) And doth hereby acquitt and discharge her the said Relict her Executors & Admrs & eũy of them of and from her sayd Share & Distribuçon (Except as before Excepted) And of and from all Bonds & Obligaçons Entred or to be Entred into by the sayd Relict for or concerning the same And of & from all Aãcons Suites & Demands in Relaçon thereunto And the said Anne doth hereby promise and Agree to and with the said Relict That Shce the said Anne her Executors & Admrs shall and will upon the reasonable Request And at the Costs and Charges in the Law of her the said Relict doe any other Reasonable Act or thinge

(¹) If the releases of Anne and Mary Milton had stood alone, we should probably have understood this exception as having been inserted *ex abundante cauteld*, and to have reference to a bond for securing the consideration money, which is only expressed to have been *secured to be paid*: but this construction would be inconsistent with the fact of a similar exception occurring, as it does, in the release from Deborah Clarke, in which her £100 is expressed to have been actually paid to her agent. It is possible that, in addition to the three sums of £100 each, Mrs. Milton, by the bonds alluded to, may have secured to her step-daughters some further payment, in the event of the possible realization of some outstanding portion of the deceased's estate,—as, for instance, the unpaid £1,000 which Milton ought to have received as a portion with his first wife. In his nuncupative will he said:—"The portion due to me from Mr. Powell, my former wife's father, I leave to the unkind children I had by her, having received no parte of it." The daughters, by their interrogatories, insinuated that it was "a very bad, or altogether desperate debt;" but Mr. Christopher Milton deposed, on the contrary, that it was "in the hands of persons of ability, abell to pay the same, being their grandmother and uncle; and he had seen the grandfather's will, wherein 'twas particularly directed to be paid unto them by his executors:" and another witness deposed that she believed "it was a good debt, for that the said Mr. Powell was reputed a rich man." Under these circumstances, it seems natural enough that the daughters, contemplating the probability of the widow's compelling payment of this debt, when clothed with the legal character of administratrix, should have required security for her accounting for it, in that event, as part of her husband's estate. This, however, is mere conjecture.

for the Releasing & Discharging her said Share and Distribucon
(Except as before is Exepected) which is hereby Expressed or in-
tended to be Released and Discharged In Witness whereof the
Ptye hereunto have Sett her hand and Seale this Twenty Second
Day of February 1674.⁽¹⁾

Sealed & Delivered in the

Signum

p^rsence of us

ANNE ✕ MILTON.

Hen. Bosworth

Richard Milton⁽²⁾

Thomas Robinson Jr.

Jacob Bosworth.



Release from Mary Milton for her Portion of her Father's Estate.

To ALL Christian people to whom this p^rsent writeing shall come
Mary Milton³ of London Spinster one of the Daughters &c.

(1) Vizt. 167 $\frac{1}{2}$, and consequently subsequent to Milton's death, which occurred in November 1674.

(2) It is singular that no person of this name is mentioned in any of the printed notices of the family connexions of the Poet, and there is consequently nothing but mere conjecture to satisfy our curiosity respecting him. Perhaps the least improbable supposition is that of his having been a son of Christopher Milton. The only son mentioned by Philips is Mr. *Thomas* Milton, who succeeded Thomas Agar, his aunt's second husband, as Secondary in the Crown Office in Chancery: but as this notice is only incidental, the writer not professing to give any account of Christopher Milton's family, the absenee of any mention of Richard Milton raises no presumption either way: and as Mrs. Foster was ignorant even of the existence of Thomas Milton's daughter, who was living in Grosvenor Street in 1749, (see Newton's *Life of Milton*, p. 84,) her negative evidence in this case likewise amounts to nothing. There is a Pedigree of Sir Christopher Milton among the *Harl. MSS.* (5802, fol. 19b;) but it is so full of errors of omission and commission that no reliance can be placed on it. The words "Signum Anne Milton" are in Richard Milton's handwriting.

(3) Mary, the second daughter, was born on the 25th of October 1648. Her con-

[With the exception of the substitution of the name of Mary Milton for that of Anne this release is a verbatim copy of the preceding.]

Scaled and Delivered in the

presence of us

Hen. Bosworth

Richard Milton

Tho: Robinson Jr.

Jacob Bosworth.

MARY MILLTON.

L. 5.

**Release from Abraham Clarke and Deborah his
wife for the latter's Portion of her
Father's Estate.**

To ALL to whom these shall come Abraham Clarke of the City of Dublin in y^e Kingdome of Ireland Weaver and Deborah¹ his

duet excites our indignation to a greater extent than that of either of her sisters; for it was she who made the unnatural observation, on hearing of her father's intended marriage, that "it was noe news to heare of his wedding, but if shee could heare of his death that was something." She is included by Philips in his account of the assistance exacted by Milton from his daughters, in requiring them to read to him in at least six languages beside their own; but she appears to have been less educated than her younger sister. Nothing more is known of her than that she died unmarried.

(¹) Deborah was the youngest daughter of the Poet, and was born on the 3rd of May, 1652. She was Milton's favorite child, and acted as his amanuensis, having learned to read and pronounce with great exactness the Italian, Spanish, French, Greek, Latin, and Hebrew languages, though she understood none of them. She appears to have been of the three the one least destitute of affection for her father, — but even she was no exception to the charge, so pathetically alleged against his children by the afflicted parent, that they "were careless of him being blind, and made nothing of deserting him." She left his house three or four years before his death, and went to Ireland, as companion to a lady of the name of Merian. Her husband, Abraham Clarke, is stated by several of Milton's biographers to have been a weaver in Spitalfields; and Richardson adds that she married, not only without her father's

wife one of the daughters of John Milton late of Bunn Hill in y^e p̄ish of St^t Giles Cripple-gate London Gent. Deçd. sendeth greeting Know yee that for & in Consideraçon of the full and Just Summe of One Hundred Pounds Sterling paid by Elizabeth

consent, but even his knowledge. It is, however, clear, from her description as "Deborah Milton" in the testamentary cause, that her marriage was subsequent to her father's death: and indeed the pleadings, in which that description occurs, and the release here printed, together fix the date of her marriage as between the 5th of December 1674 and the 27th of March 1675. The release further shews that her husband, at the time of the marriage, was resident in Dublin; and from a letter of Vertue, in the British Museum, printed in Ivimey's *Life of Milton*, they appear to have remained in Ireland for some time afterwards. Deborah Clarke was visited by Addison, who was much struck with her resemblance to the Poet, and made her a liberal present. She spoke with tenderness of her father, and exhibited much emotion at the sight of a portrait of him. Queen Caroline sent her fifty guineas, and her case was brought before the public in *Mist's Weekly Journal*, on the 29th of April 1727. She died on the 27th of August following, in the same year which the papers here printed enable us to fix as the date of the death of her stepmother, and probably within a few days from that event. Of her ten children two only had issue, vizt., Caleb and Elizabeth. Caleb Clarke went out to Madras: he appears to have been Parish Clerk at Fort St. George from 1717 to 1719, (during the Governorship of the Hon. Galston Addison, the elder brother of the Editor of the *Spectator*;) and was buried there on the 26th of October in the latter year. He had three children born at Madras, — Abraham, Mary, and Isaae. Mary died in infancy; Abraham married Anna Clarke in the year 1725; and the baptism of his daughter Mary is registered in 1727. With her all notices of this family cease, nothing further being known either of her or of her father or uncle; and it has been supposed that they migrated to some other part of India. Sir James Mackintosh, while he resided in India, took pains to ascertain whether any further trace of the family existed — but without success. Elizabeth, the remaining child of Deborah Clarke, married Thomas Foster, also a Spitalfields weaver. She kept a little chandler's shop at Holloway, and afterwards in Cock Lane, near Shoreditch Church. In this mean position she was discovered, and brought forward to public notice by the active benevolence of two of her grandfather's biographers, Dr. Birch and Bishop Newton — public sympathy was excited — and *Comus* was acted for her benefit on the 5th of April 1750. Dr. Johnson wrote the Prologue — Bishop Newton contributed largely — and Tonson, the bookseller, subscribed £20: but it was ascertained by Todd that the whole proceeds only amounted to £147 14s. 6d., out of which £80 had to be deducted for expenses. She had seven children, who all died in infancy: and, with their mother, who died on the 9th of May 1754, in all probability the descendants of Milton became extinct.

Milton relict and also Administratrix of the goods and Chattles of the said John Milton Unto John Burrough of Corne Hill London Cabbinet Maker for the use and by the Appointment of the said Abraham Clarke and Deborah his said wife And of the delivery Unto y^e said John Burrough for the use and by the like appointment of Seuerall Goods⁽¹⁾ late of y^e said John Milton Deceased by y^e said Elizabeth Milton They the said Abraham Clarke & Deborah Doe hereby Acknowledge that y^e said monies soe paid and y^e said Goods soe delivered were soe paid and delivered by y^e direction and Appointment of them the said Abraham Clarke and Deborah And that by y^e said payment of the said Summe of One Hundred pounds and delivery of y^e said Goods as aforesaid they y^e said Abraham Clarke and Deborah his said wife

(1) If these had consisted of mere household furniture, this difference in the terms of the release in favor of Deborah Clarke would have been readily accounted for by the circumstance of her being the only married daughter; but we may infer from a fact of apparently trifling import that Mrs. Milton's motive was one which deserves notice in reference to the remarks we have already made on her conduct. A silver Seal used by the Poet, and bearing his family arms, described in the 6th vol. of the *Archæological Journal*, is satisfactorily traced to the ownership of Thomas Foster, Mrs. Clarke's son-in-law. The nature of the article precludes the probability of Milton having parted with it in his lifetime; and, as Deborah was in Ireland at the time of his death, and for some time afterwards, she probably received it from the widow, whose conduct, in thus bestowing a personal relic of her husband on his *favorite* daughter, (if the term can with propriety be applied to any of the three) is worth observing. The same remark applies to a miniature of Milton which is traced to the ownership of Mrs. Clarke. The seal was brought under the notice of the Editor by the obliging kindness of Albert Way, Esq., F.S.A., of Wonham Manor, Reigate, who forwarded him an impression from it, and has since added to the obligation by a present of a stereotype from the wood-cut which appeared in the *Archæological Journal*, and which is used to illustrate the present volume, with the sanction of the Committee of the Archæological Institute, and of John Disney, Esq., F.S.A., of the Hyde, Ingatestone, the tasteful owner of this interesting relic, whose kindness, as well as that of Mr. Way, the Editor takes this opportunity of acknowledging.



& each of them are & is fully Satisfyed of & for all Such share proporcion part & Distribucon of all Such Estate of w^{ch} y^e said John Milton decd dyed possessed or any way interested in as in any wayes due or to bee due or claymable or demandable by y^e said Deborah as Daughter of y^e said John Milton or by the said Abraham Clarke in right of y^e said Deborah his said wife (Except Such share thereof as y^e said Deborah or as y^e said Abraham Clarke in right of y^e said Deborah doth or may clayme or Demaund by force or Colour of One Bond or obligacon Dated y^e two & twentieth day of February now last past of y^e penall Summe of Two Hundred pounds entred into by Christopher Milton of y^e Inner Temple London Esq^r. Unto Richard Powell of the same Inner Temple London Esq^r. or of y^e Condi-
 tion thereunder written) And y^e said Abraham Clarke & Deborah his said wife doe and each of them doth hereby acquitt release & Discharge her y^e said Elizabeth Milton her Executors & Adm^{rs} & every of them of & from his y^e said Abraham Clarke's and her y^e said Deborah's said share part proporcion & distribucon (Except as before is Execepted) And of & from all Bonds & Obligacons entred or to bee entred into by the said Elizabeth for or concerning the same or in relacon thereunto And also of and from all Acc^{ns} and Suites cause and causes of Acc^{ns} & Suites claimes & Demaunds whatsoever as well in Law as in Equity in relacon thereunto And the said Abraham Clarke doth hereby promise & agree to & with y^e s^d Elizabeth her Executors and Adm^{rs} that hee y^e said Abraham Clarke and y^e said Deborah his said wife & either of them & y^e Exceutors & Adm^{rs} of them & either of them shall & will from time to time and at all tymes hereafter at y^e request & at y^e proper Costs & Charges in y^e Law of y^e said Elizabeth her Exceutors or Adm^{rs} or any of them doe and exeute any further or other reasonable Act or thing Acts or things for y^e further & better releaseing and Dischargeing his and her said share part proporcion & Distribucon (Except as is before Execepted) w^{ch} is hereby Expressed or menconed to bee released & Discharged In witnesse whereof y^e said Abraham

Clarke & Deborah have hereunto putt their Hands and Seales y^e
Twentie Seaventh day of Mareh 1675 Annoq^e Rñi Rg̃s Caroli
Sedi Vieesimo Septimo.

Sealed and delivered in the

presenee of

Thomas Hackett

Edmond Loftus

John Priece

Tho: Sisson Not^{us} Publ.

ABRAHAM CLARKE,

ℓ. s.

DEBORAH CLARKE,

ℓ. s.

Bond from Richard Minshull to Milton's Widow.

NOVERINT Vniu'si p p^rntes me Rieũm Minshull de Wisterson⁽¹⁾ in
Com. Cestr. Frame work knitter Teneri et firmiter obligari Eliza-
bethe Milton de Cite London vid. in Treeent. libr. bone et leğlis
Monet. Angl. Solvend. eid. Elizabethhe Exeeutor. Administr. vel
Assignat. suis Ad quam quidem soluñem bene et fideliter faeiend.
Obligo me hered. Exeeutor. et Administr. meos firmiter p p^rntes
S'gillo meo sigillat. dat. quarto die Junii Anno Regni Regis Carol.
Sedi nune Angl. &c. Triesimo Sedo Annoq. Dñi 1680.

The Condition of the aboue written obligation is such That
Whereas the aboue bounden Richard Minshull for & in Consider-
ation of the sume of one hundred & fifty pounds in hand payd or

(¹) The place here designated may be either the *Township* of Willaston, which is situate partly in Wybunbury parish and partly in Nantwich, or the adjoining *Parish and Township* of Wistaston or Wistanston. Of the former Mr. Ormerod says that it is variously written *Willaston*, *Wightreston*, *Wisterson*, *Wigstanton*, and *Wistaston*. (Ormerod's *Cheshire*, iii. 256.) Of the latter he says in a note — "Another description of Wistanestune will be found in the account of the adjacent township of Wisterston, Willaston, or Wigstanton, in Wybunbury parish; and it is impossible to establish any distinction between the two places at the period of the survey. The modern names are frequently confounded, and the orthography and pronounciation is extremely variable. The penultimate *n* is generally omitted in writing the name of the Cheshire towns of this termination, as Thurstanston, Allstanston, &c.; and the *an* in the second syllable pronounced *er*, omitting the *t* in the last syllable." — (*Id.* p. 177.)

secured to be payd by the aboue named Elizabeth Milton vnto him the sayd Richard Minshull (att the Request & for the vse of the sayd Elizabeth Milton) hath lately heretofore granted & surrendered vnto S^r Thomas Wilbraham Barronett All that Messuage and Tenement with th'appurtenances and diverse lands therevnto belonging or therewith vsed late in the possession holding or occupation of George Henshaw late of Nanptwich in the sayd County of Chester yeoman deceased & now or late in the possession of the sayd Richard Minshull or his vnder tenants scituate lying & beinge in Brindley in the sayd County of Chester for the Terme of the life of Mary Minshull wife of the sayd Richard Minshull To the intent and purpose to enable the sayd S^r Thomas Wilbraham to make a pfect lease of the pmisses vnto the sayd Elizabeth Milton for the Terme of Nynty & Nyne yeares if the sayd Elizabeth Milton, Mary Minshull & Richard Minshull sonne of the sayd Richard and Mary or any of them did or should soe long live. Now Therefore if the sayd Elizabeth Milton her Executo^{rs} Administrato^{rs} & Assignees & eūy of them shall & may from tyme to tyme and att all & eūy tyme & tymes hereafter dureing the life of the sayd Mary Minshull quietly and peaceably have hold occupy possesse and enjoy the sayd Messuage & p^rmisses & eūy pte & pereell thereof with th'appurtenances & to have peeive receiue & take the rents issues & proffitts thereof & of eūy pte & peell thereof to her & theire owne vse & behoofe without any the lawfull lett suit trouble eviction denyall disturbance or interruption of the aboue bounden Richard Minshull his heires Executo^{rs} or Assignees or of any other pson or psons lawfully Claymeing the p^rmisses or any pte thereof by from or vnder the aboue bounden Richard Minshull & the sayd George Henshaw deceased or by from or vnder them or either of them in any wise Then this p^rsent obligation to bee voyd or els the same to Remaine & be in full power & virtue.

Sealed & deleūed in the

p^rsence of

Edw: Minshull

Tho: Wright

Willi. Meakin.

RICHARD MYNSHULL, (L. S.)

Bond from Milton's Widow to Randle Timmis.

NOVERINT vniuersi per p^rsentes nos Elizabeth Milton de Nantwich in Com. Cestr. vid. et Samuel Acton ⁽¹⁾ de Nantwich in Com. p^rd. gen. teneri & firmiter Obligari Rano Timmis de Greasty in Com. p^rd. yeom. in vigint. libris bonæ et legalis monetæ Magnæ Britanniæ Solvend eidem Rano Timmis aut suo certo Attornat Excecutor. vel Administrator. suis Ad quam quidem Soluionem bene et fideliter faciend Obligamus nos et utrūq. nostrum per se pro toto et in solid heredes Excecutores et Administratores nros et utrumq. nostrum firmiter per p^rsentes Sigillis n^ris sigillat Dat undecimo die Aprilis Anno Regni Dⁿæ Annæ Dei Gratia Magnæ Britanniæ Franciæ & Hibniæ duodecimo fidei Defensor. &c. duodecimo Annoq. Dni. 1713.

The Condiçon of this Obligaçon is such That if the above bounden Elizabeth Milton and Samuel Acton or either of them their or either of their Heires Excecuto^{rs} or Administrato^{rs} doe well and truely pay or cause to be paid unto the above named Randle Timmis his Excecuto^{rs} Administrato^{rs} or Assignes the full sume of ten pounds with lawfull interest for the same of good and lawfull money of Great Britain on y^e eleventh day of October next ensuing the date hereof Then this Obligaçon to be void or else to remaine in full force.

Sealed and delivered in
presence of
William Harrison
Ri: Wickstead.

ELIZABETH MILTON.

S[amuel Acton's signature
and seal are torn off.]

ℓ. 5.

(1) This appears to be the same person whose name will be found below as one of the Executors of Mrs. Milton's will, and a witness to the execution by Darlington of his assignment to her. A correspondent of the *Athenæum* (Mr. Read) mentions that Mr. Acton was Minister of the General Baptist Chapel at Nantwich, of which Mrs. Milton was one of the congregation. He is stated to have been a considerable man in his day among the Baptists. His description as "gentleman," if this be so, is rather extraordinary. Mr. Isaac Kimber, who preached the funeral sermon men-

[The Bond is endorsed with memoranda of payments of interest at various dates; but this part of the sheet is so much torn and injured by damp that it is impracticable to represent them in print.]

**Agreement between Milton's Widow and
John Darlington for letting her
Farm at Brindley.**

ARTICLES of agreement Indented had made Covenanted and agreed upon this two & twentieth day of October in the seventh year of the Reigne of our Sovereigne Lord George by the Grace of God of Great Brittain France and Ireland King Defendr of the Faith &c. Annoq. Dñi 1720 Between Elizabeth Milton of Namptwich in the County of Chester Widdow of the one part and John Darlington of Brindley in the said County of Chester yeoman of the other part as follows

Impris The said Elizabeth Milton for and in Consideraçon of the yearly Rent and other the Covenants and agreem^{ts} hereinafter mençoned and reserved Hath Demised Granted sett & to Farme Lett vnto the said John Darlington All That Messuage or Tenement seituat lyeing and being in Brindley afd now in the holding or occupaçon of John Tomkins his assigns or vndertennants and all Edifices buildings yards orchards Gardens Lands Meadows Leasows pastures Feedings ways waters Watercourses Easm^{ts} Coñions profitts Comodityes advantages hereditam^{ts} and appurteñees whatsoever to the said Messuage or Tenement Lands and premises lyeing belonging or in any wise appertaining or accepted reputed taken or known as part parcell or member thereof To have and to hold the said Messuage or Tenement Lands hereditam^{ts} and premisses with the

tioned in a subsequent note, was his Assistant in the Ministry at Nantwich for three years.

appurtenances vnto the said John Darlington his Executors adms^{rs} and assigns in manner and forme following (That is to say) all the Ground in Tillage for winter corne at or vpon the nine & twentieth day of October instant for and during and vnto the full end & terme of three years thence next following all the mowing ground at or vpon the second day of February next following for and during the like terme of three years all the Graysing ground & other the p^rmes (excepting the said Messuage & outbuildings and one peice called the Barnefield convenient for a Boosey pasture) at or vpon Lady day next for three years and the said Messuage outbuildings Barnefield & all other the premisses at May day now next certain and fully to be compleat and ended Yeilding and paying vnto the said Elizabeth Milton her Exec^{rs} or ass^s the yearly rent or sume of thirty pounds of Lawfull Brittish Money at two equal paym^{ts} in the year (vizt.) at Michaelmas and Lady days yearly for the said terme of three years if the Lease of the said Demised premisses made vnto the said Elizabeth Milton doe and shall so long Endure in full payment satisfac^õn and discharge of all other * * * * Leys Taxac^õns and imposic^õns whatsoever (The Dutyes and offices of Constable Churchwarden overseer of the poor Supervisor⁽¹⁾ of the high ways and all other offices and personal services only excepted) which he the said John Darlington for himself his exec^{ts} and adm^{rs} doth hereby covenant and agree to pay doe and performe And the said John Darlington for himselfe his executors adm^{rs} & assigns doth covenant promise & agree

(1) The substitution of this word for the modern and legal appellation of "Surveyor of Highways" is worth notice, as an instance of the tenacity with which words once adopted retain their place in popular use. The statute 2 and 3 Philip and Mary, c. 8, which may be considered as the foundation of our highway law, directs the annual election of "Surveyors and Orderers of the works for amendment of the highways;" but the same statute in several places subsequently speaks of these officers incidentally as "the said Supervisors." The statute 5 Elizabeth, c. 13, speaks of them everywhere as "Supervisors and Orderers." From that time no mention of the word is found in the numerous Acts of Parliament on the subject of highways; but it has nevertheless maintained its ground with the common people, and is to this day in common use in the county of Chester.

to & with the said Elizabeth Milton her exec^{rs} and assigns that he or they shall not nor will not during this demise Crop Lop or fell any trees or other wood vpon the premisses without the lycence and consent of the said Elizabeth Milton first had and obtained nor shall nor will plough break vp sow or convert into tillage all or any part of the said Demised premisses then what he or they shall sufficiently muck and also that if and as often as in and during the said terme that peice of Land called the Hill field or any part thereof shall be ploughed broaken vp sowed or converted into Tillage then and so often he the said John Darlington his Executors or adm^{rs} for eieh and every Aere thereof shall and will yeild and pay or cause to be paid vnto the said Elizabeth Milton her exec^{rs} adm^{rs} or assigns at or vpon the five and twentieth day of June next after such ploughing breaking vp sowing or converting into tillage the sume of five pounds of Lawfull Brittish Money and so after that rate for every lesser quantity than an aere thereof over and above the yearly rent above reserved (and the same to be gathered by distress or accon at Law) And also shall and will sett bestow or seave all the muck dung and Compost that shall be had made or gotten in or vpon the said Demised premisses or any part thereof in and vpon the same and not elsewhere and shall likewise spend and cate with Cattle all the Hay and straw that shall be yearly gotten upon the said p^rmisses And further shall and will in a husbandlike manner ditch or cause twenty Roods of Ditching to be done yearly of the out Ring of the premisses if so much be needfull determinable as aforesaid And likewise that he the John Darlington his Exec^{rs} Adm^{rs} or assigns shall & will well and truely pay or cause to be paid vnto the said Elizabeth Milton her Executors adm^{rs} or assigns the aforesaid sume of Thirty pounds at or vpon the days and times in these p^rsents menconed for payment thereof But if it shall happen that the said yearly rent or sume of Thirty pounds to be behind and vnpaid either in part or in the whole by the space of one & twenty days next after any of the said Feast days or days of payment on which the same ought to be paid as aforesaid being Lawfully

demande and that noe sufficient Distress or Distresses can or may be found in or vpon the said premisses for the same That then it shall and may be Lawfull to and for said Elizabeth Milton her Exee^{rs} adm^{rs} & assigns into the said premisses wholly to Reenter and the same to have again repossess and enjoy as in her & their former Estate any thing in these presents contained to the contrary thereof in any wise notwithstanding In witness whereof the parties above said to these presents their hands and Seals have herevnto interchangeably put the day and year first within written.

Scaled and Delivered but
its agreed before the
scaling and delivery
that the said Elizabeth
Milton shall keep and
maintaine the premis-
ses in Tenantable repa-
raçon during this De-
mise and then seal-
ed and delivered in
p^rsence of

Abraham Done
Jn^o Hollins.

ELIZA MILTON.

(L. S.)

JOHN DARLINGTON.

(L. S.)

**Assignment from John Darlington to Milton's
Widow for her life of Leasehold Premises
at Brindley.**

THIS INDENTURE made the Sixteenth Day of June in the Eleventh year of the Reign of our Sovereigne Lord George by the Graec of God of Great Brittain Franee and Ireland King Defender of the Faith &c. Annoq. Dom. 1725 Between John Darlington of Brindley in the County Chester yeoman of the one parte and Eliza-

beth Milton of Namptwich Widdow of the other parte Witnesseth
 that whereas the R^t Honourable Lyonell Earl Dysart of Hel-
 mingham in the County Suffolk and the R^t Hon^oble Graec⁽¹⁾
 Countess of Dysart by their Indenture of Lease bearing date on
 or about the Tenth Day of May last past Anno D^om 1725 for the
 Consideration therein expressed Did demise grant set and to Farme
 lett unto the said John Darlington All that Messuage or Tene-
 ment with the Appurtānees in Brindley in the said County of
 Chester now in the possession of the said John Darlington his
 under Tenant or Tenants Assigne or Assignes and all Houses
 Edifices Buildings Orchards Gardens Lands Butts Balks Head-
 Lands Meadows Leasowes Pastures Wayes Waters Co^mons Tur-
 burys Easmt^s profitts Co^modities whatsoever with all and every of
 their Appurtees to the said Messuage or Tenem^t belonging and
 to and with the same usually held and enjoyed as part and mem-
 ber thereof and all and singular and other the p^rmisses thereby
 granted or any of them then made or belonging To have and to
 hold the said Messuage or Tenem^t Lands and all other the said
 Hered^{ts} and p^rmisses therein demised or intended to be demised
 with their and every of their Appurt^{ne}es (Exce^pt therein
 exce^pted) unto the said John Darlington his Heirs and Assignes
 from the Tenth day of May Aⁿo Do^m 1725 for dureing and untill
 the full end and term of the natural Lives of the afores^d Elizabeth
 Milton and John and Abraham Darlington Sons of the s^d John
 Darlington party to these p^rsents and for and dureing the Life
 natural of the longest Liver of them to all Tenantly profitts and
 advantages (Willfull waste exce^pted) Yielding and paying there-
 fore yearly and every year dureing the s^d Terme unto the said
 Earl and Countess of Dysart their Heirs and Assigns the full and
 just su^me of Twenty and Six Shillings of Lawfull Brittish Money
 att or upon the Feast Dayes of S^t John Babtist and S^t Martin the
 Bishop in Winter by even and equal por^{co}ns, as in and by the s^d
 Indenture of Lease among diverse other Covenants Grants Articleles

⁽¹⁾ This lady was the daughter of Sir Thomas Wilbraham; and by her marriage
 with the Earl of Dysart the Brindley Estate passed into his family.

Clauses and Agreements therein mentioned and contained whereunto Relation being had, more fully and att large appears. Now This Indenture Witnesseth That the said John Darlington for and in Consideration of the Surrender of a former Lease of the p^rmisses before men^coned made to the s^d Elizabeth Milton as by the said Original Indenture of Lease (rela^con being thereunto had) may and will more fully amply and at large appear Hath granted bargined sold assigne sett and confirm unto the said Elizabeth Milton all the Estate right title Intrest property elaim and demand whatsoever which he the s^d John Darlington now hath or may might or ought to have elaim or demand off in or to the before men^coned p^rmisses and every or any parte or pareel thereof with the Appurtⁿees by foree and vertue of the s^d Indenture of Lease or any thing therein contained or otherwise howsoever Together with the said Indenture of Lease To have and to hold as well the s^d p^rmisses before men^coned to be demised in and by the said Indenture of Lease as also all the Estate right title use possession elaim and demand whatsoever of him the said John Darlington of in and to the p^rmisses unto her the said Elizabeth Milton and her Assignes from the day of the date hereof for and dureing her Natural Life in such like and in as large and ample maⁿer and forme and to all intents and purposes, as the s^d John Darlington hath or enjoyeth, or may might or ought to have and enjoy the p^rmisses by foree vertue and means of the s^d Indenture of Lease and not otherwise, Together with the said Indenture of Lease as aforesaid. And the said John Darlington for himself his Exeeut^{rs} Administrat^{rs} doth covenant promise and grant to and with the s^d Elizabeth Milton and her Assignes by these p^rsents That she the said Elizabeth Milton and her assigns shall and may peaceably and quietly have hold possess and enjoy the before mentioned p^rmisses and every part thereof with their and every of their Appur^tees for and dureing her natural Life without any lawfull Lett Suit Trouble deniall or Interruption of him the s^d John Darlington his Exeeutors Administrators or Assigns

and that freely and clearly acquitted and discharged or otherwise well and sufficiently saved and kept harmeless of and from all other Gifts grants bargains Sales Leases rents arrearges of rents forfeitures reentries cause and causes of reentries trouble and incumbrances whatsoever had made committed or done by the said John Darlington his Execut^{rs} Administrators or Assigns or them or any of them (The Rents and Covenants in and by the Said recited Indenture of Lease reserved which on the Tenants and Lessees part and behalfe of the same p^rmisses from hence forth are or ought to be paid performed and done only excepted and fore-prized) of which s^d rents and covenants the said Elizabeth Milton for herself and assignes doth covenant promise & grant to and with the said John Darlington his Heires Execut^{rs} Administrat^{rs} and assignes by these p^rsents clearly to acquitt and discharge or otherwise from time to time and at all times hereafter from henceforth dureing her Naturall Life well and sufficiently save and keep harmeless and indemnified the said John Darlington his Execut^{rs} Administrat^{rs} and Assigns and every of them by these p^rsents. And further also I the said John Darlington do enjoyne her the s^d Elizabeth Milton and her Assignes to repair and keep the said Capitall House in Good sufficient and Tenantable Repaire and all other Buildings thereunto belonging and also to leave all the said Buildings belonging to the aforesaid granted and demised p^rmisses in good sufficient and Tenantable Repair att her Decease, And further that she the said Elizabeth Milton shall before her decease discharge or order to be discharged the Herriott that shall become due att and upon her Decease In Witness whereof I have hercunto put my hand & Seal the day and year first above written

Sealed and delivered (the

Stamps first observed)

In the presence of

Abraham Done

Sam^l Acton.

JOHN DARLINGTON

J

his mark.

1.5.

The Will of Milton's Widow, from the Probate Copy.

A TRUE COPPY OF MRS. ELIZABETH [* * * *] LAST WILL &
TESTAMENT.

IN the Name of God Amen I Elizabeth Milton of Namptwich in the County of Chester Widdow being weak in Body but of a Good & [* * *] memory and understanding do make and ordain this my last Will and Testament in manner and form following: That is to say, first and [* * * *] I Commend my Soul into the hand of Almighty God my maker, relying wholly on his Grace for Salvation through the Mirrits and Mediation of Jesus Christe my Saviour, And my Body to be decently burryed at the Deseretion of my herein after named Exceutors And my Worldly Goods I leave as followeth And

First my Will is, That all my Just Debts owing by me be punctually paid and Discharged by my Exceutors as also my funeral Expencees which being done in the first plaee. Then as to the Remainder and Overpluss of my Effects I give and Bequeath to my Nephews and Nicees in Namptwich equally to be Devided amongst them. And hereby I revoke anull and make voyd all former wills by me made, And do make Constitute and Appoynt my Loving Friends Samuel Aeton and John Allecock both of Namptwich aforesaid my Exceut^{rs} of this last Will and Testament In Wittness whereof I have hereunto put my hand and Seal this Twenty Second of August in the first year of the Reign of our Sovereign Lord George the Second by the Graee of God of Great Brittain Franee & Ireland King and in the year of our Lord God 1727.⁽¹⁾

⁽¹⁾ The Will and Probate clearly fix the date of Mrs. Milton's death between the 22nd of August and 10th of October 1727; though a correspondent of the *Athenaeum*, mentioned in a previous Note, seems inclined to dispute the date on the authority of a Sermon said to have been preached on the occasion of her funeral by the Rev. Isaac

Sigñd Sealed & Deliv^d by the said
 Testator Elizth Milton who de-
 clared this to be and Contain
 her last Will and Testament
 in p^rsence of us who subscrib'd
 our Names in the Sight and
 presence of y^e said Testator as
 wittnesses

ELIZ: MILTON.

Rich^d Cook

Uriah Rowley

Joseph Tomkins.

Kimber, and printed in a volume of his Sermons edited by his son, Mr. Edward Kimber, in 1756. It is entitled "The Vanity and Uncertainty of Humau Life, a Sermon preached at the funeral of Elizabeth, the third wife of John Milton, March 10, 1726;" and it is added in a foot note that "she was the relict of the great author of Paradise Lost, who attended our author's ministry." As a mere comparison of the weight of conflicting testimony, there can surely be no question as to the propriety of rejecting as erroneous the date assigned to the printed sermon, rather than that found on original documents of unquestionable authenticity, and which fix the date, not merely with moral certainty, but by *actual legal evidence*. There is one mode for accounting for, if not of reconciling the conflicting authorities. Mr. G. Grey, in a letter to his brother, Dr. Zachary Grey, dated 30th July 1731, and communicated to Todd by Mr. Nichols, says — "There were three Widow Miltons there, [at Nantwich] vizt. the Poet's widow, my Aunt, and another: the Poet's widow died last Summer." It is not worth while to discuss the third date thus assigned to her death; but the statement that there were three Widow Miltons leaves room for conjecturing that the Will and the Sermon relate to different persons. That the Will is that of the Poet's widow, may be considered as proved by the fact of its being found in company with the releases from Milton's daughters and the other documents which identify her as the individual in question; but there is nothing improbable in the supposition that a sermon preached by Mr. Isaac Kimber on the funeral of another Mrs. Milton may have been erroneously supposed to refer to the Poet's widow, and entitled accordingly, when edited thirty years afterwards by the preacher's son. It contains no intrinsic evidence to the contrary; for Mr. Godwin says — "It is scarcely credible that in this sermon not one word occurs that has relation to the deceased, and that it can scarcely be known to be a funeral sermon but from its title." (Godwin's *Lives*, p. 277.)

PROBATE.

TENORE Præsentium Nos Peregrinus Gastrell Arm^r Legum Bacca-
laureus Reverendi in Christo Patris & Domini Domini Samuelis
permissione divina Cestricensis Episcopi Vicarius in Spiritualibus
Generalis & Officialis, principalis, Necnon Decanus Ruralis Deca-
natus Ruralis de Namptwich Dioc^æ. Cestrien legitime fulcitus,
Notum facimus quod hujusmodi Testamentum Elizabethæ Milton
nuper de Namptwich in Com Cestriæ et Decanatu predicto viduæ
defunctæ Probatum approbatum & insinuatum ac pro viribus &
valore ejusdem pronunciatum fuit Decimo Die Mensis Octobris
Anno Domini Millesimo Septingentesimo vicesimo septimo, ac
Commissa fuit & est Executio dicti Testamenti juxta Tenorem &
effectum ejusdem, ac Administratio Omnium & Singulorum Bono-
rum, Jurium Creditorum & Chattalorum ipsius defunctæ (modo
Inventario vero et pleno Eorundem confecto ad sum. quadraginta
Librarum se non extendum) Joanni Allecock uni Executorum in
eodem Nominat. (primitus in debita Juris forma Jurat) potestate
Samueli Acton alteri Eſtori Omn. Executionis huñoj Tesñmi in se
acceptandi, cum venerit idem petiturus reservatâ, Salvo jure cujus-
eunq., Dat. sub Sigillo (quo in hâc parte utimur) die Mensis
Annoq. Doñ. p^rdictis.

EDVUS ROBERTS,

Not. Pub^{cus}.

PER. [seal missing] GASTRELL.

APPENDIX.

[It has been thought desirable that the Testamentary Papers, discovered in the Prerogative Office, so frequently referred to in the preceding pages, and which, it has been elsewhere observed, furnish a chain of evidence completed by the documents now for the first time printed, should be inserted by way of Appendix; and they are accordingly here printed from Warton's work. In order that the Subscribers to the CHETHAM SOCIETY may not be under the impression that their funds have been expended, even to the smallest extent, in reprinting documents already published, it is right to explain that this portion of the volume is printed at private expence.]

I.

The Allegation propounding the Will.

Negotium Testamentarium, sive probacionis Testamenti nuncupativi, sive ultimæ Voluntatis, JOHANNIS MILTON, nuper dum vixit parochiæ S. Ægidii *Cripplegate* London generosi, defuncti, habent, &c. promotum per Elizabetham MILTON Relictam, et Legatariam principalem nominatam in Testamento nuncupativo, sive ultima Voluntate, dicti defuncti, contra Mariam, Annam, et Deborah MILTON, filias dicti defuncti.

THOMPSON. CLEMENTS.

Secundo Andreæ, A.D. 1674. Quo die Thompson, nomine, procuratione, ac ultimus procurator legitimus, dictæ Elizabethæ MILTON, omnibus melioribus et effectualioribus [efficacioribus] via, modo, et meliori forma, necnon ad omnem juris effectum, exhibuit Testamentum nuncupativum dicti JOHANNIS MILTON defuncti, sic incipiens, 'MEMORANDUM, that JOHN MILTON, late of the parish of S. Giles Cripplegate in the Countie of Middlesex Gentleman, deceased, at severall times before his death, and in particular, on or about the twentieth day of July, in the year of our Lord God 1674, being of perfect mind and memorie, declared his Will and intent as to the disposall of his estate after his death, in these words following, or of like effect: *The portion due to me from Mr. Powell, my former wife's father, I leave to the unkind children I had by her, having received no parte of it: but my meaning is, they shall have no other benefit of my estate than the said portion, and what I have besides done for them; they having been very undutifull to me. All the residue of my estate I leave to [the] disposalt of Elizabeth my loving wife.*' Which words, or words to the same effect, were spoken in the presence of Christopher MILTON, and Elizabeth Fisher; et allegavit consimiliter, et dicens prout sequitur. I. Quod præfatus Jo-

HANNES MILTON, dum vixit, mentis compos, ac in sua sana memoria existens, ... Testamentum suum nuncupativum modo in hoc negotio exhibitum tenoris schedulæ testamentariæ condidit, nuncupavit, et declaravit; cæteraque omnia et singula dedit, donavit, reliquit, et disposuit, in omnibus, et per omnia, vel similiter in effectum, prout in dicto Testamento nuncupativo continetur, ac postea mortem obiit: ac Principalis Pars ista proposuit conjunctim, divisim, et de quolibet. II. Item, quod tempore conditionis, declarationis, nuncupationis Testamenti, in hoc negotio exhibiti, præfatus JOHANNES MILTON perfecta fruebatur memoria; ac proponit ut supra.

II.

Interrogatories addressed to the Witnesses examined upon the Allegation.

Decemb. 5, 1674. Interrogatoria ministrata et ministranda ex parte Annæ, Mariæ, et Deborahæ MILTON, testibus ex parte Elizabethæ MILTON productis sive producendis sequuntur.

Imprimis, Aske each witsesse, what relation to, or dependance on, the producent, they, or either of them, have; and to which of the parties they would give the victory were it in their power? Et interrogatur quilibet testis conjunctim, et divisim, et de quolibet.

2. *Item*, Aske each witsesse, what day, and what time of the day, the Will nuncupative was declared; what positive words did the deceased use in the declaring thereof? Can you positively swear, that the deceased did declare that hee did leave the residue of his estate to the disposall of his wife, or did hee not say, 'I will leave the residue of my estate to my wife?' *Et fiat ut supra.*

3. *Item*, Upon what occasion did the deceased declare the said Will? Was not the deceased in perfect health at the same time? Doe you not think, that the deceased, if he declared any such Will, declared it in a present passion, or some angry humour against some or one of his children by his former [first] wife? *Et fiat ut supra.*

4. *Item*, Aske each witsesse, whether the parties ministrant were not and are not great frequenters of the Church, and good livers; and what cause of displeasure had the deceased against them? *Et fiat ut supra.*

5. *Item*, Aske Mr. [Christopher] MILTON, and each other witsesse, whether the deceased's Will, if any such was made, was not, that the deceased's wife should have £.1000, and the children of the said Christopher MILTON the residue; and whether she hath not promised him that they should have it, if shee prevailed in this Cause? Whether the said Mr. MILTON hath not since the deceased's death confessed soe much, or some part thereof? *Et fiat ut supra.*

6. *Item*, Aske each witsesse, whether what is left to the ministrants by the said Will is not reputed a very bad or altogether desperate debt? *Et fiat ut supra.*

7. Aske the said Mr. MILTON, whether he did not gett the said Will drawn upp, and inform the writer to what effect he should draw it? And did he not enquire of the other witnesses, what they would or could depose? And whether he hath not solicited this Cause, and pay'd fees to the Proctour about it? *Et fiat ut supra.*

8. *Item*, Aske each witness, what fortune the deceased did in his life-time bestowe on the ministrants? And whether the said *Anne MILTON* is not lame, and almost helplesse? *Et fiat ut supra.*

9. *Item*, Aske each witness, what value is the deceased's estate of, as neare as they can guess? *Et fiat ut supra.*

III.

Depositions and cross-examinations of the said Witnesses.

Elizabetha MILTON, Relicta et Legataria principalis JOHANNIS MILTON defuncti, contra Annam, Mariam, et Deborah MILTON, filias ejusdem defuncti. Super Allegatione articulata et Testamento nuncupativo JOHANNIS MILTON defuncti, ex parte Elizabethæ MILTON predictæ, in hoc negotio, secundo Andreae, 1674, dato et exhibitis.

Quinto Decembris 1674. Christopherus MILTON villæ Gipwici in com. Suffoleiæ, ortus infra parochiam Omnium Sanctorum *Bredstreete*, London, ætat. 58 annor. aut eo circiter, testis, &c. Ad omnes articulos dictæ Allegationis, et ad Testamentum nuncupativum JOHANNIS MILTON, generosi, defuncti, in hoc negotio dat. et exhibit. deponit et dicit, That on, or about the twentieth day of July, 1674, the day certaine he now remembreth not, this deponent being a practicer in the Law, and a Bencher in the Inner Temple, but living in vacations at Ipswich, did usually at the end of the Terme visit JOHN MILTON, his this deponent's brother the Testator articulate, deceased, before his going home; and soe at the end of Midsummer Terme last past, he this deponent went to visit his said brother, and then found him in his chamber within his owne house, situate on Bunhill within the parish of S. Giles, Crepelgate, London: And at that tyme, he the said Testator, being not well, (and this deponent being then going into the country,) in a serious manner, with an intent, (as he believes,) that what he then spoke should be his WILL, if he dyed before his this deponent's coming the next time to London, declared his Will in these very words as neare as this deponent can now call to mynd, viz. *Brother, the porcion due to me from Mr. Powell, my former [first] wife's father, I leave to the unkind children I had by her: but I have received noe part of it, and my Will and meaning is, they shall have no other benefit of my estate, than the said porcion and what I have besides don for them: they haveing been very undutiful to me. And all the residue of my estate I leave to the disposall of Elizabeth my loveing wife.* She, the said Elizabeth his the deceased's wife, and Elizabeth Fysher his the deceased's then maide-servant, was [at the] same tyme goeing upp and downe the roome, but whether she then heard the said deceased, so declare his Will as above or not, he knoweth not.

And the said testator at the premises was of perfect mind and memory and talked and discoursed sensibly and well, *et aliter nescit deponere.*

CHR. MILTON.

AD INTERROGATORIA.

Ad 1^m. Interr. *respondet*, that the party producent in this cause was and is the

reliet of the said deceased, who was his this respondent's brother; and the parties ministring these interrogatories were and are in repute, and soe he beleeveth, his the said deceased's children by a former wife: and for his part, he wisheth right to take place, and soe would give it if in his power; and likewise wisheth that his brother's Will might take effect.

Ad 2^m. Interr. *respondet*, that on what day of the moneth or weeke the said deceased declared his Will, as is above deposed, he now remembreth not precisely; but well remembreth, that it was in a forenoone, and on the very day he this deponent was going in the country in [the] Ipswich coach, which goeth not out of towne till noone or thereabout; and he verily beleeveth in his conscience, that the residue of his estate he did then dispose of in these very words, viz. *And all the residue of my estate I leave to the disposall of Elizabeth my loving wife*; or he used words to the selfe-same effect, *et aliter referendo se ad pre-depos. nescit respondere*.

Ad 3^m. Interr. *respondet*, that the said deceased was then ill of the goutte, and what he then spake touching his Will was in a very ealme manner; only [he] complained, but without passion, that his children had been unkind to him, but that his wife had been very kind and careful of him; and he believeth the only reason induced the said deceased at that time to declare his Will was, that he this deponent might know it before his going into the country, *et aliter referendo se ad pre-deposita nescit respondere*.

Ad 4^m. Interr. *respondet*, that he knoweth not how the parties ministring these interrogatories frequent the church, or in what manner of behaviour of life and conversation they are of, they living apart from their father four or five yeares last past, and as touching his the deceased's displeasure with them, he only heard him say at the tyme of declaring of his Will, that they were undutifull and unkind to him, not expressing any particulars; but in former tymes he hath herd him complaine, that they were careless of him being blind, and made nothing of deserting him, *et aliter nescit respondere*.

Ad 5^m. Interr. *respondet*, that since this respondent's coming to London this Michaelmas Terme last paste, this respondent's sister, the party now producent in this cause, told this respondent, that the deceased his brother did after his this respondent's going into the country in Trinity vacacion last summer [say,] that, if she should have any overplus above a 1000*l*. come to her hands of his the deceased's estate, she should give the same to this respondent's children: but the deceased himselfe did not declare any such thing to this respondent at the tyme of his declaring his Will, the tyme above deposed of.

Ad 6^m. Interr. *respondet*, that he beleeveth that what is left to the parties ministring these interrogatories by the said deceased's Will is in the hands of persons of ability abell to pay the same, being their grandmother and uncle; and he hath seen the grandfather's Will, wherein 'tis particularly directed to be paid unto them by his executors, *et aliter nescit respondere*.

Ad 7^m. Interr. *respondet*, that he this respondent did draw upp the very Will executed in this cause, and write it with his owne hand, when he came to this court,

about the 23d of November last past, and at that tyme this respondent did read the same all over to Elizabeth Fisher, the said deceased's late maid servant, and she said she remembered the same, and in confirmation whereof set her marke thereto in manner as on the same Will executed in this cause is uow to be seen. And this respondent waited on the said deceased's widdow once at Doctor Exton's chambers about this suite, at which tyme she wanted some halfe crownes, and this respondent lent her then two halfe crownes, but more he hath at noe tyme paid either to Doctor or Proctor in this cause.

Ad 8^m. Interr. *respondet*, that he knoweth of noe fortune given by the said deceased to the parties ministring these interrogatorie, besides the portion which was promised with his former wife in marriage, being a 1000*l*. which is still unpaid besides the interest thereof for about twenty yeares, saveing his charges in their maintenance and breeding, *et aliter nescit respondere*, saveing that Anne Milton interr. is lame and helples.

Ad ult. reddit causas scientiæ suæ ut supra.

Die prid. repetit. cor. Doctore Lloyd, Surrog.

CHR. MILTON.

Milton con.	Thompson.	{	Sup. All ^{nis} . artic. et Testamento nuncupativo Johan.
Miltou et Milton, Clements.			Milton defuncti ex parte Elizabethæ Milton in hujusmodi Causa dat. et admiss. examinat.

15^o Dec. 1674.

Maria Fisher, soluta famul. domestica Johan. Batten habitan. in vico vocat. Bricklane in Old Streete ubi moram fecit per spacium sex hebdomadarum aut eo circiter, antea cum Benjamine Whitcomb Mercatore habitan. in vico vocat. Coleman Streete London per spacium 3m. mensium, antea cum Guiddon Culcap infra locum vocat. Smock Alley prope Spittlefields per spacium unius anni, aut eo circiter, antea cum Johanne Bayley infra Oppidum Milton in Com. Stafford per spacium duorum annorum, antea cum Johanne Baddily infra parochiam de Milton præd. per spacium trium annorum, et antea cum quodam Rogers Hargrave infra parochiam de Milton præd. per spacium duorum annorum aut eo circiter, orta infra parochiam de Norton in Com. Stafford præd. ætatis 23 aut eo circiter, testis, &c.

Ad omnes articulos dictæ All^{nis}. et ad testamentum nuncupativum Johan. Milton testatoris in hac causa defuncti in hujusmodi neg^o. dat. et exhibit. *deponit et dicit*, that this deponent knew and was well acquainted with the articulate John Milton, the testator in this cause deceased, for about a twelve moneth before his death, who dyed about a moneth since to the best of this depouent's remembrance; And saith, that on a day hapning about two moneths since, as uere as this deponent can remember, this deponent being then in the kitchen of the house of the foresaid John Milton, scituate against the Artillery Ground neare Bunhill Fields, and about noone

of the same day, the said deceased and the produceut Elizabeth his wife being then at dinner in the said kitchen, hee the said deceased amongst other discourse then had betweene him and his said wife, did then speake to his said wife and utter these words, viz. *Make much of me as long as I live, for thou knowest I have given thee all when I dye at thy disposal*; there being then prescut in the said kitchen this deponent's sister and contest namely Elizabeth Fysher. And the said deceased was at that time of perfect mind and memory, and talked and discoursed sensibly and well, and was very merry, and seemed to be in good health of body, *et aliter nescit*.

Signum MARIE FISHER.

AD INTERROGATORIA.

Ad primum Interr. *respondet*, that this respondent hath no relation or depeudance on the producent Elizabeth Milton, that it is indifferent to this respondent which of the parties in this suite obtaine, and would give the victory in this cause if in her power to that party that hath most right; bnt which party hath most right thereto this respondent knoweth not, *et aliter nescit*.

Ad secundum Interr. *respondet*, that this respondent doth not remember the day when the deceased declared the words by her pre-deposed, bnt remembreth that it was about nooue of such day that the words which hee then declared were these, viz. *Make much of me as long as I live, for thou knowest I have given thee all when I dye at thy disposall*; then speaking to his wife Elizabeth Milton the party producent in this cause, *et aliter nescit*.

Ad tertium Interr. *respondet*, that the deceased, when hee declared the words pre-deposed, was then at dinuer with his wife the party producent and was then very merry, and seemed to be in good health of body; bnt npou what occasion hee spoke the said words shee knoweth not, *et aliter nescit*.

Ad quartum Interr. *respondet*, that this respondent knoweth ucither of the parties ministrant in this cause saving this respondent once saw Anne Milton, one of the miuistrauts, *et nescit respondere pro parte sua*.

Ad quintum Interr. nescit respondere.

Ad sextum Interr. nescit respondere.

Ad septimum Interr. non concernit eam, et nescit respondere.

Ad octavum Interr. *respondet*, that this respondeut once saw the Interr. Anne Milton but doth not remember whether shee was lame or helpless, *et aliter nescit*.

Ad 9^m. Interr. *respondet*, that this respondent knoweth nothing of the deceased's estate or the value thereof, *et aliter nescit*.

Eodem die repetit. coram Doctore Digby, Surro. &c. pnte Tho. Welham, N. P.

Signum MARIE FISHER.

Eodem Die

Elizabetha Fisher, famula domestica Elizabethæ Milton p̄tis producentis in hac cansa cum qua et Johanne Milton ejus marito defuncto vixit per spacium 13 mensium, antea cum quodam Thoma Adams apud Bagnall in Com. Stafford per spacium trium anuorum et sex meusium, antea cum W^{mo}. Bourne Gen. iufra

parochiam de Woolstilstan in Com. Stafford præd. per spacium duorum annorum, orta infra parochiam de Norton in Com. præd. ætatis 28 annorum aut eo circiter, testis, &c.

Ad omnes articulos dictæ All^{is}. et ad testamentum nuncupativum Johan. Milton testatoris in hac causa defuncti in hujusmodi negotio dat. exhibit. et admiss. *deponit et dicit*, that this deponent was servant unto Mr. JOHN MILTON the testator in this cause deceased for about a yeare before his death, who died upon a Sunday the fifteenth of November last at night, And saith that on a day hapning in the month of July last, the time more certainly she remembreth not, this deponent being then in the deceased's lodging chamber, hee the said deceased, and the party producent in this cause his wife, being then alsoe in the said chamber at dinner together, and the said Elizabeth Milton the party producent having provided something for the deceased's dinner which hee very well liked, hee the said deceased then spoke to his said wife these or the like words, as neare as this deponent can remember, viz. *God have mercy Betty, I see thou wilt performe according to thy promise in providing mee such dishes as I think fitt whilst I live, and when I dye thou knowest that I have left thee all*, there being noebody present in the said chamber with the said deceased and his wife but this deponent: And the said testator at that time was of perfect mind and memory, and talked and discoursed sensibly and well, but was then indisposed in his body by reason of the distemper of the gout, which hee had then upon him. Further this deponent saith, that shee had sevrall times heard the said deceased, since the time above deposed of, declare and say, that hee had made provision for his children in his life-time, and had spent the greatest part of his estate in providing for them, and that hee was resolved hee would do no more for them liveing or dyeing, for that little part which hee had left hee had given to his wife the articulate Elizabeth the producent, or he used words to that effect. And likewise told this deponent, that there was a thousand pounds left in Mr. Powell's hands to be disposed amongst his children hereafter. By all which words this respondent verily beleeveth that the said testator had given all his estate to the articulate Elizabeth his wife, and that shee should have the same after his decease, *et aliter nescit respondere*, saving that the said deceased was at the several times of declaring the words last pre-deposed alsoe of perfect mind and memory.

Signum ELIZAB. FISHER.

AD INTERROGATORIA.

Ad primum Interr. *respondet*, that this respondent was servant to the deceased in his life time and is now servant to the producent and therefore hath a dependency upon her as her servant, that if the victory were in this respondent's power shee would give the deceased's estate equally to be shared between the ministrants and the producent, *et aliter nescit*.

Ad secundum Interr. *respondet*, that this respondent doth not remember on what day the deceased declared the words first by her afore deposed, but it was about noone of such day when he was at dinner that the precise words as neare as this

respondent can remember which the deceased used at that time were these, viz. *God have mercy Betty*, (speaking to his wife Elizabeth Milton, for soe hee usually called her,) *I see thou wilt performe according to thy promise in providing mee such dishes as I think fitt whilst I live, and when I dye thou knowest that I have left thee all; et aliter nescit*; saving that this respondent well remembreth that the deceased declared the words last by her deposed to the articles of the allegation to this respondent once on a Sunday in the afternoone, but on what day of the month or in what month the said Sunday then happened this respondent doth not remember.

Ad tertium Interr. *respondet*, that the occasion of the deceased's speaking of the words deposed by this respondent in her answer to the next precedent interrogatory was upon the producent's provideing the deceased such victuals for his dinner as hee liked, and that he was then indifferent well in health, saving that sometime he was troubled with the paine of the gout, and that hee was at that time very merry and not in any passion or angry humour, neither at that time spoke any thing against any of his children that this respondent heard of, *et aliter nescit*.

Ad quartum Interr. *respondet*, that this respondent hath heard the deceased declare his displeasure against the parties ministrant his children, and particularly the deceased declared to this respondent that, a little before hee was marryed to Elizabeth Milton his now relict, a former maid servant of his told Mary one of the deceased's daughters and ouc of the ministrants, that shee heard the deceased was to be marryed, to which the said Mary replied to the said maid servant, that that was noe news to heare of his wedding, but if shee could heare of his death that was something: and further told this respondent, that all his said children did combine together and counsel his maid servant to cheat him the deceased in her markettings, and that his said children had made away some of his bookes and would have sold the rest of his bookes to the dunghill women; or hee the said deceased spoke words to this respondent to the selfe same effect and purpose: that this respondent knoweth not what frequenters of the church, or what good livers, the parties ministrant or either of them are, *et aliter nescit*.

Ad quintum Interr. *respondet*, that this respondent doth not know that the deceased's wife was to have 1000*l*. and the interrogative children of Christopher Milton the residue, nor doth this respondent know that the said Elizabeth, the deceased's wife, hath promised the interrogative Christopher Milton or his children any such thing in case shee should prevaile in this cause; that the said Mrs. Milton never confessed soe much in this respondent's hearing, or to any body else that this respondent knoweth of, *et aliter nescit*.

Ad sextum Interr. *respondet*, that this respondent believeth that what is left the deceased's children in the Will nuncupative in this cause executed and mencioned therein to be due from Mr. Powell, is a good debt; for that the said Mr. Powell is reputed a rich man, *et aliter nescit*.

Ad septimum Interr. *respondet*, that this respondent did voluntarily tell the interrogative Mrs. Milton, what shee heard the deceased say, which was to the effect by her pre-deposed, *et aliter nescit*.

Ad octavum Interr. *respondet*, that this respondent knoweth not what the deceased did in his life time bestow on the ministrants his children, and that the interrogative Anne Milton is lame, but hath a trade and can live by the same, which is the making of gold and silver lace and which the deceased bred her up to, *et aliter nescit*.

Ad nonum Interr. *respondet*, that this respondent knoweth not the deceased's estate, or the value thereof, *et aliter nescit*.

Eodem die repetit. coram Doctore *Trumbull*, Surrog. &c. Tho. Welham, N. P.

Signum ELIZABETHÆ FISHER.

IV.

Grant of Letters of Administration to the widow Elizabeth.

Die 25^{to}. Februarii 167⁴.

JOHANNES MILTON.	Vicesimo quinto Die Februarii emanavit	} ult. Julii.
Commissio Elizabethæ MILTON Relictæ JOHANNIS MILTON	nuper Parochiæ Saneti Egidii Cripplegate in Com. Mid. De-	
functi hentis, &c. ad Administrand. bona. jura, et heredita dicti	defuncti, de bene &c. jurat. Testamento Nuncupativo dicti.	
defuncti: aliter per antedictam Elizabetham MILTON Allegato, nondum Probato.		
		} ult. Dec.

POSTSCRIPT.

SINCE the foregoing sheets were printed, the Editor has had the satisfaction of finding that his letters to *The Athenæum* have afforded to Mr. Hunter a clue to the discovery of further particulars of the family of Milton's widow, disproving still more completely their identity with the Minshulls of Stoke. In his *Sheaf of Gleanings*, Mr. Hunter, alluding to the letter in *The Athenæum*, says—"This guides us at once to the particular family of Minshul to which the third wife of Milton belonged: a family which had been seated on a small estate at Wistaston, near Nantwich, from the time of Queen Elizabeth, but of a very different rank from the Minshulls of Stoke. There was a relationship between this family and the Randal Holmes of Chester, and this led to enquiries from the second Randal Holme, of Richard Minshul, concerning his descent and family, and these enquiries led to the two following letters, which are preserved among the Holmes' MSS. at the Museum, in *Harl.* 2039, f. 163 and 164:—'Deare and Loveing Sonne, My love & best respects to you & to my daughter tendered wth trust of yo^r health. I have receeived Mr. Alderman Holmes his letter, together wth yo^{rs}, wherein I understand that you desire to know what I can say concerning our coming out of Minshull house. I can say but little, but what I have heard from my Grandfather, Randall Minshull his

owne mouth, w^{ch} was this, he tould me his father came out of Minshull house, and that his name was John Miushull, he married Robert Couper his younger daughter, who then lived at Wistaston house. This Couper had no sonne, but two daughters, and he divided his lande equallie betweene them. Now John Minshull, my great Grandfather, did builde upon that moitie, and halfe parte w^{ch} did falle to him, the w^{ch}, he himsele, Randall Minshull my Grandfather, and Thomas Minshull my father, and I Richard Minshull, have enjoyed and doe enjoy the same unto this p^rsent. This is all I can say, soe I comitt you to God, and ever Rest Yo^r loveing Father, Ric. Minshull. — May 3, 1656.' ” In the second letter, which is to Holme, Richard Minshull mentions that his Grandmother was the daughter of Rawlinson of Crew, and his Mother was the daughter of Gouldsmyth of Namptwich, and that he had two aunts, of whom one married Crew of Audlim, and the other Aston of Hedsford, near Lichfield.

Since the publication of Mr. Hunter's tract, the examination of the MS. collections obligingly lent by the Rev. William Hadfield of Cleator, comprising pedigrees of the various branches of the Mynshull family, has carried the investigation to a successful issue by enabling the Editor to give the precise pedigree of Milton's third wife. It appears from the Visitation of Cheshire, 1663-4, (Mynshull of Wistaston,) Visitation of Lancashire, 1664-5 (Mynshull of Manchester,) and a pedigree of Randle Holme from Barrett's MS. *Lanc. Geneal.* in the Chetham Library, (Minshull of Manchester, &c.) that the Richard Mynshull of Wistaston, who was Randle Holme's correspondent in 1656, died in 1657, leaving several sons, of whom Randle, the eldest, was also settled at Wistaston, and Thomas, the third, an apothecary, was settled in Manchester, and purchased the Chorlton estate in 1644, founding the family of Minshull of Manchester. In a pedigree communicated to Mr. Hadfield by the late Mr. Palmer, it is stated that this Thomas Minshull had four sons, namely, Thomas, John, Richard, (who died in infancy,) and a second Richard, and two daughters, Mary and Elizabeth; and that the son, John Minshull, was buried at the Collegiate Church of Manchester on the 18th May, 1720, and letters of administration were granted at Chester to his sister Elizabeth, the widow of John Milton, on the 20th July following. It is unnecessary to dwell on the various grounds which might be adduced for disputing this statement; such as the authority of Philips, that Milton's third wife was the daughter of Mr. Minshal of Cheshire — the extreme improbability of Milton having married a girl of sixteen, which must have been the age of this lady at the time of Milton's marriage in 1664, assuming that her baptism on the 13th February, 1647-8, was shortly after birth — the difficulty of accounting for the limitations referred to in the bond of 1680, to which Richard Mynshull of Wistaston was a party, (Richard, the son of Thomas, being described as of the Inner Temple) — the difficulty of accounting for Mrs. Milton having settled at Nantwich, where she is shown to have resided during her widowhood, and probably before her marriage, and where she is described as resident in the letters of administration granted to her of the effects of her brother — and the fact that a brother, Thomas, survived, as shown in the same pedigree, till 1743, to whom administration would have been granted in preference to a sister. The simple and conclusive answer to the statement is, that Elizabeth, the daughter

of Thomas Mynshull, is stated in Holme's pedigree to have died young — that the Lancashire Visitation in 1664 makes no mention of her as then living — and that the Editor has found the register of her burial at the Collegiate Church on the 29th July, 1656, describing her as "Elizabeth the daughter of Mr. Thomas Minshall of Manchester, Apothecary."

The fact is that Mr. Palmer, finding John Minshall, who was buried on the 18th May, 1720, and administered to at Chester on the 20th July, described as "of Manchester," has hastily and erroneously assumed his identity with the son of Thomas Minshull, for which neither the description in the Registry Office at Chester, nor that in the Collegiate Church register, affords any grounds.

Randle Mynshull of Wistaston had also a son John and a daughter Elizabeth; and the disproof of Mr. Palmer's statement leaves no room to doubt that they were the John and Elizabeth of the Chester administration, as had been already conjectured by Mr. Hadfield. To render this hypothesis consistent with all the known facts, it is only necessary to assume that this John Mynshull had migrated from Wistaston to Manchester, than which nothing is more likely, especially considering that his uncle's family was settled there; and as Randle Mynshull had also a son Richard, (baptized at Wistaston 7th April, 1641,) there is no difficulty in identifying him with the Richard Mynshull, party to the bond of 1680. In the Parish Register of Wistaston the Editor has found the name of Elizabeth, the daughter of Rondulph Mynshull, baptized the 30th day of December, 1638; and she was consequently (if baptized shortly after birth) in her 26th year at the time of her marriage with Milton in 1664, and in her 89th at her death.

Warrington,
16th May, 1851.

The End.

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